

HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRIAN ADOLPH, individually and on behalf
of all others similarly situated; KERRI
ADOLPH, individually and on behalf of all
others similarly situated;

Plaintiff,

v.

REEDHEIN & ASSOCIATES d/b/a
TIMESHARE EXIT TEAM; MAKAYMAX
INC.; HEIN & SONS INDUSTRIES, INC.;
BRANDON REED, individually; and
TREVOR HEIN, individually,

Defendants.

Case No. 2:21-cv-01378-BJR

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

WHEREAS, this matter has come before the Court pursuant to *Plaintiffs' Motion for Final Approval of Class Settlement* (the "Motion");

WHEREAS, the Court finds that it has jurisdiction over the Actions and each of the parties for purposes of settlement and asserts jurisdiction over the Class Members for purposes of effectuating this settlement and releasing their claims; and

1 WHEREAS, this Court has considered all of the submissions related to the Motion and
2 is otherwise fully advised;

3 IT IS HEREBY ORDERED AS FOLLOWS:

4
5 **FINAL APPROVAL OF SETTLEMENT AGREEMENT**

- 6 1. The terms of the Settlement Agreement dated April 12, 2022, attached to the Declaration
7 of Tallman H. Trask IV as Exhibit 1, are approved as fair, reasonable, enforceable, and
8 adequate. To reach that decision, the Court considered the factors described in *Officers*
9 *for Justice v. Civil Service Comm 's*, 688 F.2d 615 (9th Cir. 1982) and insurance bad faith
10 claims under Washington law as described in *Rushforth Construction Co., Inc. v. Wesco*
11 *Ins. Co.*, No. C17-1063, 2018 WL 1610222 (W.D.W.A. 2018) and *Truck Ins. Exch. v.*
12 *VanPort Homes, Inc.*, 58 P.3d 276 (Wash. 2002). The Court has considered the posture
13 of this litigation, the value of the assigned claims, and the risks and benefits to the Parties
14 involved in both settlement of these claims and continuation of the litigation. The
15 settlement agreement contains two insurance bad faith claims, a claim against Trevor
16 Hein, and claims against third-party law firms who provided services to Reed Hein. The
17 Court also finds that the Settlement Agreement was entered into after extensive arm's
18 length negotiations by experienced counsel. The Settlement Agreement was not the
19 product of collusion among the negotiating parties. The Court finds that an analysis of
20 the foregoing factors supports the Settlement Agreement as fair, reasonable, and
21 adequate.
- 22 2. The notice campaign accorded with the notice program approved by the Court on
23 December 30, 2022. The notice campaign satisfied the requirements of Fed. R. Civ. P.
24 23 and Due Process.
25

EXCLUSION OF CLASS MEMBERS

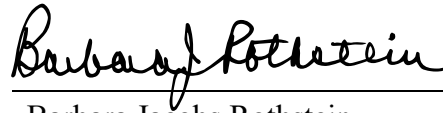
1. The Court will exclude from the class all members who provided a request for exclusion. These excluded Class Members are the 36 customers who sent requests to opt-out to Simpluris.
2. The following Class Members, identified by name and address, have provided valid exclusion requests and are excluded from the Settlement Agreement:
 - a. John Edwards, 10608 Pookey Way, Upper Marlboro, MD 20774
 - b. William H. Hoover, 12337 Highway 175, Masnfield, LA 71052
 - c. Rudolf Kilpert, 60 Hansen Rd., Unit 58, Mississauga, ON L5B 2P6, Canada
 - d. Joseph Daghe, 23630 E. Mineral Pl., Aurora, CO 80016
 - e. Albert Krause, 307 W. Welton Ave., Temple, TX 76501
 - f. Betty Lusk, 846 San Fernando Ln., New Braunfels, TX 78132
 - g. Lea Paveling, 98 Falconer Dr., Unit 19, Mississauga, ON L5N 1Y2, Canada
 - h. Ko Tangen, 332 C St., Apt. 43, Chula Vista, CA 91910
 - i. Jeanine Gilroy, 14646 124th Pl. NE, Woodinville, WA 98072
 - j. Robert Chamberlin, 8345 Big Bend Blvd., St. Louis, MO 63119
 - k. Hartvig Lund, 23299 Pelican Bass Ln., Pelican Rapids, MN 56572
 - l. Ann Roberts, 408-4900 Cartier St., Vancouver, BC V6M 4H2, Canada
 - m. Judy Breunig, 3830 Keck Ave., Evansville, IN 47715
 - n. Richard Burnstiner, 948 Markham Ct., El Dorado Hills, CA 95762
 - o. Erik Solita, 2411 34th Ct., Kenosha, WI 53144
 - p. Victor Slade, 307 Evans Estate Dr., Cary, NC 27513
 - q. Annette Freda, 105-72 Flatlands 9 St., Brooklyn, NY 11236
 - r. James Junk, 133 Sasse Rd., Cabot, PA 16023
 - s. Kent Sager, 5071 W. Frenchglen Dr., Eagle, ID 83616
 - t. Brian Cress, 2049 Wyndham Hills Dr., Holt, MI 48842

- u. Linda Lewis, 41 Old Ware Rd., Phenix City, AL 36869
- v. Philip Beiriger, 1224 Madison Ave., Dyer, IN 46311
- w. Lee Emery, 11043 SW Summerfield Dr., Apt. 2, Tigard, OR 97224
- x. Kevin Pressler, 13725 25th Ave. SE, Mill Creek, WA 98012
- y. Christine Pressler, 13725 25th Ave. SE, Mill Creek, WA 98012
- z. Ivan Ronayne, 14 Ashdale Ave., Ottawa, ON K2C 3H1, Canada
- aa. Laura Gray, 842 Bunker Hill St., Apt. 3a, Charlestown, MA 02129
- bb. Daniel Dumke, 331 Calle Felicidad, San Clemente, CA 92672
- cc. Everdien Ronayne, 14 Ashdale Ave., Ottawa, ON K2C 3H1, Canada
- dd. Jemil Metti, 770 West River Dr., Commerce Township, MI 48382
- ee. William Moreland, 890 Deans Lane, Box 248, Seeley's Bay, ON K0H 2N0,
Canada
- ff. Eileen Moreland, 890 Deans Lane, Box 248, Seeley's Bay, ON K0H 2N0,
Canada
- gg. Dawn Schmidt, 2957 40th Ave. NE, Tacoma, WA 98422
- hh. Stephen Honea, 25 N. Kriklyn Ave., Upper Darby, PA 19082
- ii. Kathryn Honea, 25 N. Kriklyn Ave., Upper Darby, PA 19082
- jj. Connie Medeiros, 620 Arbor Rd., Mississauga, ON L5G 2J9, Canada

ENTRY OF CONFESSION OF JUDGMENT

1. The Confession of Judgment with Covenant Not to Execute, attached to the Declaration of Tallman H. Trask IV as Exhibit 2, shall be signed and entered into the record.

1 DATED this 19th day of May, 2023.

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4 Barbara Jacobs Rothstein
5 U.S. District Court Judge
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10 Approved as to form:

11 _____/s/ Gregory Albert_____
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